

# EXHIBIT A

State of Pennsylvania

# NOTE

May 15, 2009  
[Date]

15 North Middlesex Road  
Carlisle, PA 17013  
[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means M&T Bank

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Ninety Five Thousand Seven Hundred Thirty Three And Zero/100**

Dollars (U.S. \$ 95,733.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Four and three quarters** percent ( **4.750 %**) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **July 01**, 2009 . Any principal and interest remaining on the first day of **June 2039** , will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at **PO Box 62182, Baltimore, MD 21264** or at such place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **499.39** . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

### (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

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VMP®-1R(PA) (0707)  
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Initials *ST*

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.000 %**) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

This is a contract under seal and may be enforced under 42 PA. C.S. Section 5529(b).

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
Stephen M. Troy

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

13268883

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## SIGNATURE/NAME AFFIDAVIT

DATE: May 15, 2009

LOAN #: [REDACTED]

BORROWER: Stephen M Troy

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.  
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Stephen M Troy

(Print or Type Name)

[Signature]  
Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

Steven Troy

(Print or Type Name)

[Signature]  
Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

and that Stephen M Troy & Steven Troy

and the same person.

are one

State/Commonwealth of **PENNSYLVANIA**

County/Parish of Cumberland

Subscribed and sworn (affirmed) before me  
this 15th day of May

, 2009

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Mildred M. O'Donnell, Notary Public  
Camp Hill Boro, Cumberland County  
My Commission Expires Aug. 30, 2010

Member, Pennsylvania Association of Notaries

[Signature]

Notary Public in and for  
the State/Commonwealth of **PENNSYLVANIA**  
County/Parish of  
My Commission Expires:

124P-304 (0103)

VMP MORTGAGE FORMS - (800)521-7291

3/01

CERTIFIED PROPERTY IDENTIFICATION NUMBERS
MIDDLESEX TP
CCGIS REGISTRY 04/13/2022 BY DC

**Prepared By:**  
**M&T Bank**  
**475 Crosspoint Pkwy**  
**Getzville, NY 14068**

**After Recording Please Return To:**  
**ServiceLink**  
**Attn: Loan Modification Solutions**  
**3220 El Camino Real**  
**Irvine, CA 92602**  
**800-777-8759**

**Property Address:**  
**15 N MIDDLESEX ROAD**  
**CARLISLE, PA 17013**

**UPI/PIN/Tax ID:** [REDACTED]

\_\_\_\_\_  
*[Space Above This Line For Recording Data]*

**FHA Case #:** [REDACTED]

**Investor Loan No:** [REDACTED]

## **LOAN MODIFICATION AGREEMENT**

### **(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this **10th** day of **March, 2022**, between **STEPHEN M. TROY** ("Borrower") and **M&T BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 15, 2009**, in the amount of **\$95,733.00** and recorded on **May 18, 2009** in Book, Volume, or Liber No. \_\_\_\_\_, at Page \_\_\_\_\_ (or as Instrument No. **200916302**), of the **Official** (Name of Records) Records of **Cumberland, PENNSYLVANIA** (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at  
**15 N MIDDLESEX ROAD, CARLISLE, PA 17013**  
(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **February 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$79,539.81**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.125%**, from **February 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$340.73**, beginning on the **1st** day of **March, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.125%** will remain in effect until principal and interest are paid in full. If on **February 1, 2052** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.



4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way

obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number,



including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

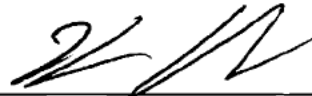
  
Borrower - **STEPHEN M. TROY**

Date: 3/26/22

**Certificate of Residence:**

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is **ONE M&T PLAZA, BUFFALO, NY 14203.**

**M&T BANK**

By: 

**Kevin Danwin**  
Assistant Vice President

Its: \_\_\_\_\_

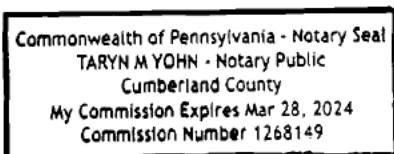


**ACKNOWLEDGMENT**

State of PA §  
 County of Cumberland §  
 §

On this 26<sup>th</sup> day of March, 2022,  
 before me, the undersigned officer, personally appeared **STEPHEN M. TROY**, known to me (or  
 satisfactorily proven), to be the person whose name is subscribed to the within instrument, and  
 acknowledged that he/she executed the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.



(Seal)

Taryn M. Yohn  
 Notary Public

Taryn M. Yohn  
 Printed Name

Notary Public  
 Title of Officer

My Commission Expires: March 28, 2024

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
M&T BANK

By: [Signature] -Lender      04/01/2022 Date of Lender's Signature  
Kevin Danwin  
Assistant Vice President

### ACKNOWLEDGMENT

State of New York §  
County of One §

On this 1 day of April in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Danwin the Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville in New York, One County  
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

[Signature]  
Signature of Individual Taking Acknowledgment

JENNIFER MEIGS  
NOTARY PUBLIC STATE OF NEW YORK  
NIAGARA COUNTY  
LIC. #01ME6419160  
COMM. EXP. 06/28/2025

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Office of Individual Taking Acknowledgment

(Seal)

My Commission Expires: \_\_\_\_\_

**EXHIBIT A****BORROWER(S): STEPHEN M. TROY****LOAN NUMBER:** [REDACTED]**LEGAL DESCRIPTION:****STATE OF PENNSYLVANIA, COUNTY OF CUMBERLAND, AND DESCRIBED AS FOLLOWS:****ALL THAT CERTAIN TRACT OR LAND SITUATE IN MIDDLESEX TOWNSHIP, COUNTY OF CUMBERLAND AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY GERRIT BETZ AND ASSOCIATES DATED SEPTEMBER 10, 1980 AS FOLLOWS, TO WIT:**

**BEGINNING AT A POINT IN MILL ROAD (L.R. 21011) AT CORNER OF PREMISES HEREIN AND LANDS NOW OR FORMERLY OF HAROLD E. WERT; THENCE ALONG LANDS OF THE LATTER NORTH 68 DEGREES 00 MINUTES 00 SECONDS EAST, 164.00 FEET TO AN IRON PIPE AT CORNER OF A 10 FOOT WIDE ALLEY; THENCE ALONG SAID ALLEY NORTH 73 DEGREES 53 MINUTES 02 SECONDS EAST 11.39 FEET TO AN IRON PIN; THENCE ALONG LANDS NOW OR FORMERLY OF PAUL E. HAIR NORTH 79 DEGREES 37 MINUTES 05 SECONDS EAST 46.20 FEET TO AN IRON PIPE; THENCE SOUTH 02 DEGREES 43 MINUTES 39 SECONDS EAST 38.95 FEET TO A POINT AT LANDS NOW OR FORMERLY OF MARIE A. HANKINSON; THENCE ALONG SAID HANKINSON LANDS SOUTH 89 DEGREES 36 MINUTES 17 SECONDS WEST 40.84 FEET TO A POST; THENCE SOUTH 21 DEGREES 49 MINUTES 52 SECONDS WEST 106.12 FEET TO A POST; THENCE SOUTH 25 DEGREES 56 MINUTES 27 SECONDS EAST 11.91 FEET TO AN IRON PIN AT CORNER OF LANDS NOW OR FORMERLY OF THADDEUS F. KENT; THENCE ALONG SAID KENT LANDS SOUTH 58 DEGREES 50 MINUTES 56 SECONDS WEST 60.96 FEET TO IRON PIN ON NORTHERN SIDE OF MILL ROAD**



(L.R. 21011); THENCE ALONG SAID ROAD NORTH 35 DEGREES 41 MINUTES 20 SECONDS WEST 59.20 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID ROAD NORTH 39 DEGREES 27 MINUTES 08 SECONDS WEST 76.33 FEET TO A NAIL, THE POINT AND PLACE OF BEGINNING.

SAID PREMISES ARE IMPROVED WITH A TWO AND ONE-HALF STORY FRAMED DWELLING, FORMERLY KNOWN AS 20 MILL ROAD, NOW KNOWN AS 15 N. MIDDLESEX ROAD, CARLISLE, PENNSYLVANIA 17013.

UPL/PIN/Tax ID: 

ALSO KNOWN AS: 15 N MIDDLESEX ROAD, CARLISLE, PA 17013



**TAMMY SHEARER  
RECORDER OF DEEDS  
CUMBERLAND COUNTY  
1 COURTHOUSE SQUARE  
CARLISLE, PA 17013  
717-240-6370**



Instrument Number - 202210638

Recorded On 4/13/2022 At 9:34:16 AM

\* Total Pages - 10

\* Instrument Type - MODIFICATION OF MORTGAGE

Invoice Number - [REDACTED] User ID - BMM

\* Mortgagor - TROY, STEPHEN M

\* Mortgagee - M&T BANK

\* Customer - SIMPLIFILE LC E-RECORDING

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$21.50
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$15.00
FEES	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$42.00

**Certification Page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**Cumberland County UPI Certification  
On April 13, 2022 By DC**

**PARCEL IDENTIFICATION NUMBER**

**Total Parcels: 1**

**I Certify this to be recorded  
in Cumberland County PA**



**RECORDER OF DEEDS**

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.